

**General
Conditions of Carriage**

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ARTICLE 1 – DEFINITIONS

1.1. Within these conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

"Article" means any article of these Conditions of Carriage.

"Airline Designator Code" means the code issued by IATA, which identifies each carrier using two or more alphabetical, numerical or alphanumeric characters and that is shown amongst others on the Ticket which identifies particular air carriers.

"Airport Authority" means the owner and/or operator of an airport at which We operate;

"Airport Staff" means a member of ground and/or airport staff or an agent acting on Our behalf;

"Allocated Seating Charges" means the charges payable for any preferred seating in accordance with Article 4.2 (Seat Allocation);

"Applicable Law" means all laws, statutes, regulations, edicts, byelaws, mandatory codes of conduct and mandatory guidelines, including the Convention, applicable to the Booking, the carriage and any other services We provide to You pursuant to these Terms;

"Authorized Agent" means a passenger sales agent who has been given an access to our system to sell air transportation or Our services.

"Baggage" means Your personal property accompanying You on Your flight. Unless otherwise specified, it consists of both Your Checked and Unchecked Baggage.

"Baggage Allowance" means the maximum quantity of Baggage (in terms of number and/or weight and/or dimensions), if any, determined by Us and with which each Passenger may travel whether or not in return for a payment depending on the fare conditions

"Baggage Identification Tag" means a document issued by Us solely for the identification of Your Checked Baggage.

"Block List" a list of individuals that are restricted, prohibited or denied access to Our Services or travel with Us.

"Booking" means a booking made by You or on Your behalf for the purchase of a Ticket which is accepted by Us, in accordance with these General conditions of carriage subject to the receipt by us, with full payment.

"Booker" means the adult of at least 18 years of age who acts as agent for all Passengers in the Booking and makes the Booking in their own name or in their name and other Passengers' names, including a large number of Passengers, and who undertakes the obligations set out in Articles 2.1 (General Provision);

"Code Share Flight" means a flight operated by one air carrier "the Operating Carrier" where one or more other air carrier is allowed to place its/their Airline Designator Code and to market the flight to the general public "the Marketing Carrier".

"Credit" means the refund amount that will be credited and held against the Confirmation Reference of Your original booking and which may be used in accordance with Article 7.6.

"Checked Baggage" or "Hold Luggage" means that part of Your Baggage (if any) which We have taken into custody for carriage in the hold of the aircraft and for which We have issued a Baggage Identification Tag.

"Check-in Deadline" means the time limit We have set for You to complete the check-in formalities, as set out in Article 9 of these Conditions of Carriage.

"Contract of Carriage" means the contract You have with Us which gives You the right to be carried on a Flight or a series of Flights. The terms of the Contract of Carriage are governed by:

- The Conditions of Contract
- These Conditions of Carriage
- Applicable Tariffs
- Our Travel Regulations

"Conditions of Contract" means those statements contained in or delivered with Your Ticket, identified as such and which incorporate by reference these Conditions of Carriage.

"Convention" means whichever of the following instruments that is applicable to the Contract of Carriage:

- (a) **"Warsaw Convention 1929"** means any of the following international instruments of law which apply to Your carriage:
- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;
 - The Warsaw Convention as amended at The Hague on 28 September 1955;
 - The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
 - The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
 - The Warsaw Convention as amended at The Hague and as amended by Additional Protocol No. 4 of Montreal (1975);
 - The Guadalajara Supplementary Convention (1961)
- (b) **"Montreal Convention"** means The Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999, as amended from time to time.

"Days" means any of the seven days of the week. For the purpose of notification, the day upon which notice is dispatched shall not be counted. For the purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the Flight commenced, shall not be counted.

"Damage" means death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board an aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or total or partial loss or damage to Baggage which occurs during the carriage by air excluding normal wear and tear of Baggage such as small scratches, scuffs, dents and cuts. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

"Denied Boarding" the refusal of any Passenger to be carried on a flight, although the Passenger reported himself prior to boarding according to article 3, paragraph 2 of the EU Regulation 261/2004, without the deny boarding is being based on reasonable grounds that have to do with reasons regarding health, safety or security or inadequate travel documentation.

"Disclosed Agency" or "Disclosed Agent" means that We notify You that We are acting on behalf of a third-party supplier rather than us, such as a hotel or Transportations or car hire supplier. Each supplier will have its own terms and conditions which govern its products which are applicable to You in addition to these Terms;

"Domestic Flight" means a commercial flight where the departure and the arrival take place in the same country.

"E-Ticket Number" means the unique number We assign to You to identify the booking You have made which has been confirmed by us.

"Extra Options" means additional items purchased other than the fare, including, without limitation, seat selection, food, insurance and the transportation of Baggage.

"Electronic Ticket" means the Ticket saved by Us or at its request by a computerized Reservation system and that is evidenced by the Travel Memo (also called the Itinerary and Receipt), or any other document that has the same value, issued by Us on its name.

"Flight" means a single flight operated by Us from one airport to another airport.

"Force Majeure Event" means any occurrence beyond Our control, including Acts of God, war, hostilities, rebellion, revolution, insurrection, or military or usurped power, or civil war, contamination by radio-activity fire, flood, volcanic activity, earthquake, acts of terrorism, casualties, accidents, epidemic, pandemic, quarantine restriction, governmental actions, regulations or orders affecting directly or indirectly on our activity, riot, commotion, strikes, go slows, lock outs or disorder causing cessation, slowdown or interruption of work, any other causes, circumstances or contingencies beyond Our control whether above mentioned or not and whether or not similar to the foregoing which prevent or hinder the performance of Our obligations under the Conditions of Carriage.

"General Conditions of Carriage" means these General Conditions of Carriage for Passengers and Baggage. The General Conditions of Carriage are subject to changes that may be introduced by Us from time to time.

"Holiday" means a Booking which contains a Flight and accommodation sold to You at the same time at an inclusive price with payment being made by You;

"Hotel" means the accommodation booked through Air Arabia Holiday;

"Handling Fees (or Ticketing Fees)" means the fees charged, where applicable, to the Passenger by Us or its Authorized Agent, in consideration for issuing a Ticket. The amount of said fees is determined by the issues of the Ticket (We or the Authorized Agent), as appropriate). The Handling Fees charged by Us if any, are available from Us and on the Air Arabia Website.

"IATA" means the International Air Transport Association.

"ICAO" means the International Civil Aviation Organization.

"International Flight" as per mentioned in the conventions.

"Integrated systems" or "systems integration", means the process of bringing together a component sub-systems into one functioning system. It provides a system with coherence by making the parts or components work together, or 'building or creating a whole from parts.

"Marketing Carrier" means, with respect to a Codeshare Flight, the Party who sells transportation in its own name and places its code on such Flight operated by the Operating Carrier.

"Operating Carrier" means, with respect to a Codeshare Flight, the Party operating such Flight with its own or leased aircraft.

"Passenger" or "You," "Your," and "Yourself" means any person (whether adult, child or infant) entitled by a Ticket to be carried in an aircraft except members of the crew.

"Passenger Information" Or "Personal Data" means the required information as set out in Article 6 (Personal Data);

"Place of Departure" means the place of departure as shown on the Ticket (for example airport, railway station or such other place of departure shown on the Ticket).

"Place of Destination" means the place of destination as shown on the Ticket (for example airport or such other place of destination shown on the Ticket).

"Passenger with Reduced Mobility" means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all Passengers.

"Prohibited items" means Certain Items are prohibited (banned) or restricted to carry it or include in your checked or unchecked baggage.

"Regulation [EC] No 261/2004" means Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004, as amended from time to time, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

"Reservation" means any request for carriage by a Passenger recorded by Us or its Authorized Agent.

"Reservation Number" or (PNR) means the Passenger name record in the database of Our computer reservation system that contains the itinerary for a passenger, or a group of passengers travelling together.

"Reservation Confirmation" or "Ticket" means the document marked "Reservation Confirmation" issued by Us or Our Authorized Agent from the reservation system and containing the Passenger's name, flight information and Conditions of Contract.

“Schedules or Schedule Indicators” means the list of departure and arrival times for the flights, as shown in the schedule guides published by the Carrier, or under its authority, and brought to the attention of the public by electronic means.

“Stopover” means any place set out in Your Reservation Confirmation or shown in Our timetables as a scheduled stop (regardless of duration) between the first place of departure and the last place of destination in that Reservation Confirmation.

“Special Declaration of Interest” means the declaration made by the Passenger when handing over the Baggage to be checked, which specifies a value that is higher than that fixed as a liability limit by the Convention, against payment of a surcharge.

“Special Drawing Rights” or “SDR” means the composite unit of currency that is a basket of currencies comprising the Euro, Japanese Yen, Pound Sterling and Us Dollar and which is used as the official unit of exchange of the International Monetary Fund. The currency values of the SDR fluctuate and are re-calculated each banking day. These values are known to most commercial bankers and are reported regularly in leading financial journals.

“Tariff” means Our published fares, charges and/or related General conditions of carriage filed, where required, with the appropriate authorities.

“Taxes” means fees, taxes and charges imposed by governments, an airport operator or any other authority. (See also the definition of “Taxes” in article 8.2.).

“Travel Regulations” are the rules, other than these Conditions of Carriage, published by Us (as amended) and in effect on the date the booking is made which govern the carriage of Passengers and/or Baggage and shall include applicable Tariffs in force; these are available on Our Website and at Our offices upon request.

“Unchecked Baggage” or “Cabin Baggage” means all Baggage, other than Checked Baggage Including all personal items which are carried by You aboard the aircraft. This Unchecked Baggage remains in the custody of the Passenger.

“We”, “our”, “us”, “Air Arabia” means "Air Arabia PJSC", "Air Arabia Maroc", "Air Arabia Egypt", “Air Arabia Abu Dhabi”, “Air Arabia DMM” or any other airlines using Air Arabia trademark as established from time to time, each an independent Airline established under the laws of the country of registry, more Identification set out in Article 7.4 (Our Identification).

“Website” “Or Mobile APP” means Our internet site www.airarabia.com or mobile applications where operated by Air Arabia from time to time.

- 1.2. We have used headings to help You understand these Terms and to easily locate information.
- 1.3. A reference to "Article" in these Terms means an article of these Terms.
- 1.4. In these Terms, any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.
- 1.5. our General Conditions of Carriage for Cargo are published on <https://cargo.airarabia.com/conditions-of-carriage/>

ARTICLE 2 - APPLICABILITY

2.1 General Provisions

- 2.1.1. These General Conditions of Carriage govern any Booking You make with Us and govern any liability We may have in relation to that Booking as its form a part of Your Contract of Carriage with Us and apply only to the carriage We provide to You, for which Our Designator Codes appears on the Ticket unless Article 2.2 says otherwise.
- 2.1.2. In addition to these Terms, each Supplier will have its own applicable terms and conditions, which govern the sale of its products and services. Please ensure that You have read both these Terms and the terms and conditions for any Additional Services supplied by the relevant Suppliers, before You complete Your

transaction with Us.

- 2.1.3. These General Conditions of Carriage are available from Our sales offices or Authorized Agents and are accessible on the AirArabia Website by clicking the hyperlinks of Terms and conditions. We strongly advise that You read these Terms and the terms that apply to any Additional Services You wish to purchase.
- 2.1.4. By Booking a Flight with Us and/or by checking in for a Flight with us, and/or any Additional Services You are deemed to have accepted these General Conditions of Carriage on behalf of Yourself and anyone else covered by Your Reservation Confirmation.
- 2.1.5. These General Conditions of Carriage also apply to free or reduced-fare carriage, except as otherwise provided for in the Contract of Carriage or in any other contractual document that links Us to the Passenger.
- 2.1.6. When You make a Booking, You must be at least 18 years old to be the Booker and, We will ask You for a booking name to be known as the Booker:
 - (a) Accept these Terms on behalf of the Passengers named in the Booking;
 - (b) Be responsible for receiving and relaying any and all communications or correspondence (including changes, amendments and cancellations) from Us or Our Suppliers concerning the Booking to all Passengers named in the Booking;
 - (c) Where the booker is not a Passenger, You agree that the booker is authorized to share the Personal Data of the Passenger/s during the booking; You also agree on request to provide Us with the contact details of the Lead Passenger on the booking who will be contactable by Us for the purposes of advising disruption events including delays and cancellations or marketing;
 - (d) Acknowledge that any other Passengers on the same Booking may make subsequent changes to it (if it's allowed according to Our Changes policy), having passed through the requisite data protection security questions and confirmed to Us that they have Your consent to make such changes. Acting in good faith upon the answers to Our data protection security questions, We shall not be liable for having made such changes if, without Our knowledge, Your consent had not been so given.
 - (e) Acknowledge that You have the consent of each Passenger to receive any refund and, where applicable, incidental expenses or compensation due and payable under the Booking. When a Booking is made by a third party (including booking systems), the third party (e.g. travel agent) will act as the Booker and undertakes all the rights and obligations of the Booker on behalf of the Passengers named in the Booking; and
- 2.1.7. You recognize that Your personal data has been given to Us for the purposes expressed in Our Privacy Policy and, in providing Us with Your contact details as the Booker and/or in providing the Booker with the authority to act on Your behalf, You consent to Our use of these contact details in all later correspondence, between the Booker and Us or Our Suppliers. Please ensure that the contact details of the Booker provided to Us are correct and advise Us immediately if those details change.
- 2.1.8. We are Primarily a point-to-point carrier, but we might use Our Flights to offer connecting flight services for onward travel. If You have booked an onward Flight with Air Arabia only within the same PNR, we will be liable for your onward Flight. However, if you have booked an onward Flight with Air Arabia with a different PNR or on flights of other carriers, this represents a separate contract of carriage. In such case, We do not guarantee or accept liability for missed onward carriage on a subsequent Flight or on the flights of other carriers. Where You choose to book such an onward Flight or flight on another carrier, You are responsible for ensuring that You comply with any and all check-in, baggage and travel documentation requirements on a subsequent Flight or on the flights of other carriers. Where You choose to book such an onward Flight or flight on another carrier, You are responsible for ensuring You comply with any and all online check-in, baggage and travel documentation requirements on a subsequent Flight or on the flights of other carriers. For the avoidance of doubt, as Air Arabia is a point-to-point carrier, We require that You or any passenger on Your Booking who requires a visa to enter the UAE, Maroc, Egypt or any stop

station to hold that valid visa when travelling on a Flight, whether or not You or any other passenger on Your Booking intend to transfer on to a connecting flight service.

- 2.1.9. No agent, employee or representative of Carriage has authority to alter, modify, or waive any provision of these Conditions of Carriage.

2.2 Charters, Code Shares and Additional Services

- 2.2.1. Certain flights provided by Us are subject to a Charter or a Code Share Agreement.
- 2.2.2. The Passenger is informed of the identity of the Operating Carrier(s), at the time when the Contract of Carriage is concluded. Following conclusion of the Contract of Carriage, a Carrier other than the one specified on the Ticket may operate the Air Carriage in question and the Passenger shall be informed of the identity of the Actual Carrier, once it is known. In all cases, the Passenger shall be informed, at the latest during check-in, or in case of a connection without prior check-in, prior to boarding, in accordance with the applicable regulations.
- 2.2.3. The Operating Carrier shall apply its own General Conditions of Carriage and procedures and settling claims in respect of all passengers on the Code Share Flights operated by it. For the avoidance of doubt, neither the Marketing Carrier nor the Operating Carrier shall be entitled to compel the other to change its Conditions of Carriage, the Carrier who's offer higher benefits is the only responsible of that benefits.
- 2.2.4. Notwithstanding Article 2.1 (General Provisions), if in the course of concluding the contract of carriage by air We also agree to make arrangements with third parties for the provision to You of Additional Services, We shall make such arrangements only as the Supplier's agent and shall have no liability to You (except for any negligence on Our part) in making such arrangements because The period of the carriage by air does not extend to any carriage by land, by sea or by inland waterway performed outside an airport. The Prices offered for such Additional Services are offered by the relevant third-party provider and acceptance of the quote authorizes Us to make full payment of the cost to the relevant third party on Your behalf.
- 2.2.5. For terms and conditions relating to Car Rental through Air Arabia or relating to Air Arabia Holidays or Air Arabia airwards please visit Our website.

2.3 Overriding Law

These General Conditions of Carriage are applicable unless they are inconsistent with Our Tariffs or with the laws which apply to Your Contract of Carriage, in which case the Tariff or law will apply. If one of these General Conditions of Carriage becomes invalid in this way, the other conditions will still apply.

2.4 Validity of Conditions

- 2.4.1. All Carriage is subject to the General Conditions of Carriage to the Carriers' fare regulations in force at the time of the Passenger's Reservation.
- 2.4.2. In the event of inconsistency between these General Conditions of Carriage and any other Travel Regulations We may have; these General Conditions of Carriage shall prevail. If any part of Our Travel Regulations become invalid in this way, the other parts of the Travel Regulations will still apply.

2.5 English language text prevails

These General Conditions of Carriage may be reproduced in several languages. If there is any inconsistency between the English text and a non-English text, the English text shall apply unless applicable local law requires otherwise.

ARTICLE 3 - TRAVEL ARRANGEMENTS, INSURANCE AND AIRREWARDS

3.1 Preparing to travel

- 3.1.1. You alone are responsible for making all necessary arrangements for Your travel and ensuring that You comply with all laws, regulations and orders of the places You will travel to such as:

- Finding out from relevant embassies or consulates whether You need a passport, visa or other travel document, health document or evidence of onward travel;
 - Obtaining those documents;
 - Obtaining inoculations; and
 - Finding out about dangers to Your health and safety at Your destination(s).
- 3.1.2. If We provide assistance or information for any of the above aspects of Your travel, this does not release You from Your responsibility in respect of these matters.
- 3.1.3. You should inquire about any local issues and conditions at Your destination(s) prior to commencing travel. We make no representations as to the safety, conditions or other issues that may exist at any destination.

3.2 Travel Insurance

Because travel involves many risks, and Our liability to You may be limited, You may choose to purchase a travel insurance, which can cover matters including the following:

- Changes in travel plans and travel cancellation,
- Medical and hospital expenses,
- Personal injury and death,
- Delayed, damaged or lost Baggage and other items, or
- Missed flight connections and additional expenses.

3.3 AirRewards – Loyalty Program

AirRewards is Air Arabia's loyalty program for terms and conditions relating to AirRewards please follow this [Link](#).

ARTICLE 4 – BOOKINGS AND RESERVATIONS

4.1. General Provisions

- 4.1.1. A Booking for a Flight is made when recorded as accepted and confirmed in the Carrier's computerized reservation system, on the request of the Passenger by Us or Our Authorized Agent. Booking for a Flight may be made either through Our call centers or through Our online booking system accessible on Our Website.
- 4.1.2. Electronic Tickets will be issued for all Bookings. Fares are not guaranteed until ticketed.
- 4.1.3. Once the Ticket is purchased, the system will generate a Ticket, which will be emailed to the email ID is provided by You at the time of Booking. You will need to print this Ticket and use it to access the airport and check-in. We are not responsible for any misleading advice or any failure or mistake by the Authorized Agent or failure due to the integration between our reservation system and any other sub-systems such as but not limited to online payment systems, online travel agent Systems, etc.
- 4.1.4. You are responsible to note all Travel Regulations mentioned while Booking. We will consider these Travel Regulations as accepted by You if You complete Your Booking.
- 4.1.5. You are responsible for the correctness of all information provided by You at the time of Booking including Your telephone number and email id which will be used for all Our communication with You.
- 4.1.6. You must tell Us at the time of Booking if You have a medical condition or other condition for which You may require medical assistance or special assistance during embarkation, disembarkation or aboard an aircraft (as defined in Article 5).

4.2. Ticketing Time Limits

If We do not receive all amounts due for the ticket (including all taxes, fees, any Extra Options and charges) from the passenger directly or any travel agent or online travel agent or any third party making payment on behalf of the passenger prior to the specified ticketing or remittance time limit as advised by us or due to reversal payment according to the credit card issuer request, We shall be entitled to cancel Your Reservation without notice and to allocate the seat to another Passenger, without having any further obligation towards the relevant Passenger for whom we have not received payment either directly or via any travel agent or online travel agent or any third party or for the reversal payment from the credit card issuer and without any liability on the part of the carrier

and irrespective of any payment that may have been made by the passenger to the travel agent or online travel agent or the credit card issuer or any third party.

4.3. Seat Allocation

We will try to meet advance seat allocation requests, but We cannot guarantee that You will be able to sit in any particular seat even if the reservation is confirmed for the said seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft, as We may need to do this for operational, safety or security reasons.

4.4. Service on board

- 4.4.1. We do not make any guarantees about the provision/availability of in-flight entertainment equipment and advertised programs; advertised meals; or the availability of advertised in-flight services.
- 4.4.2. We do not guarantee that meals will always conform to their exact description. This is because they have been prepared by third parties to Our order. We do not accept requests for nut free meals, and We do not guarantee that the environment aboard Our aircraft will be nut or nut produce free.

4.5. Changes to Bookings

- 4.5.1. If You wish to change Your Booking, You may do so in accordance with the terms and conditions of the Conditions of Contract and a new Ticket will be confirmed and issued only upon payment of any applicable difference in fares, fees and charges as detailed in Our Travel Regulations and advised to You by Us or by Our Authorized Agent.
- 4.5.2. We only provide carriage to a person purporting to be entitled to it under a Ticket, subject to the terms of these General Conditions of Carriage. We shall not be liable to any other person who purports to be entitled to carriage under that same Ticket.
- 4.5.3. A Ticket is not transferable and only the Passenger whose name is printed on the Ticket is entitled to use it.
- 4.5.4. Certain Fares are subject to conditions that limit or exclude the possibility of modifying.

4.6. Cancellations of Bookings

- 4.6.1. If You wish to cancel Your Booking, You may do so in accordance with the terms and conditions of Your Contract of Carriage.
- 4.6.2. Tickets booked for travel on Air Arabia Maroc cannot be cancelled.
- 4.6.3. Certain Fares are subject to conditions that limit or exclude the possibility of cancelling.

4.7. Reconfirmation of Bookings

- 4.7.1. Unless advised otherwise, it is not necessary for You to reconfirm onward or return Bookings before flying. If We do require You to reconfirm Your reservation before a Flight, We or Our Authorized Agent will advise You when, how and where it should be done.
- 4.7.2. If it is required and You fail to reconfirm, We may cancel Your onward or return reservations and no refund of the fare paid will be available in respect of such cancelled Booking unless permitted by the conditions applicable to Your Ticket.

4.8. Cancellation of onward reservations

- 4.8.1. We will cancel the unused part of Your Booking if You do not check-in for any Flight or if, having checked-in, You fail to present Yourself at the boarding gate with Your boarding pass within the time limit specified by Us at check-in.
- 4.8.2. We will not be liable to You for any loss or expense whatsoever resulting from Your failure to comply fully with the requirements of Articles 9.1 and 9.3.

4.9. Name change

- 4.9.1. You can apply for a name change if the reservation has been paid for, to change the name of the passenger, you will be required to pay the name change fee, as well as any fare difference if applicable.
- 4.9.2. Please note that you are required to complete this process at least 24 hours prior to the scheduled time of departure.
- 4.9.3. The name change facility is not applicable for Air Arabia Maroc or for a part of the reservation.
- 4.9.4. Certain Fares are subject to conditions that limit or exclude the possibility of a name change.

ARTICLE 5 – SPECIAL ASSISTANCE AND FIT TO FLY

5.1. General provision

- 5.1.1. The carriage of unaccompanied children, Passengers with Reduced Mobility, and persons with illnesses or any other persons who require special assistance, because You are unable to feed Yourself or use the toilet unassisted, or evacuate the aircraft cabin unassisted, or You have special needs requiring special equipment, We will carry You only if (a) You have obtained clearance from a doctor considered sufficiently qualified by Us prior to the time of boarding; and (b) You are accompanied by a person able to assist You with Your needs. Acceptance for carriage of pregnant women may be subject to prior arrangement pursuant to Article 5.3. The special conditions relating to the carriage of Passengers as referred to in this Article 5.1 are available from Us and Our Authorized Agents on request and on the AirArabia Website.
- 5.1.2. It is advisable for You to inform Us of Your disability or of any need for special assistance including wheelchair needs when making Your Reservation. Should a request for special assistance be made following Reservation or in accordance with the applicable regulations, less than 48 hours prior to departure, We will do everything in Our power to fulfill the request pursuant to the applicable regulations, taking particular account of the time frame and the specific nature of the assistance requested. Should You, when checking in or boarding, require special assistance or wheelchair for which a request has not been made timely and in accordance with this Article been made, then We have the right to refuse the Passenger pursuant to Article 10. We will make all effort to accommodate him on another flight operated by our airline.
- 5.1.3. If You have a medical background or a specific medical condition which may be affected by travelling in a pressurized cabin, it is recommended that You consult a doctor before taking a flight, particularly a long-haul flight, and take all necessary precautions for their flight to take place without incident.

5.2. Deep Vein Thrombosis (DVT)

Some studies have concluded that prolonged immobility may be a risk factor in the formation of blood clots in the legs (DVT - Deep Vein Thrombosis). If You feel You may be at risk from DVT or other health problems, consult with Your doctor before travel.

5.3. Carriage of pregnant Passengers, newborn, children and infants

- 5.3.1. If You are pregnant, the following precautions must be observed.
 - (i) We will carry You up to 28 weeks of pregnancy provided You complete the 'EXPECTANT MOTHER INDEMNITY FORM' which will be given to You at the time of check-in.
 - (ii) We will carry You after the completion of Your 28th week and up to 36 weeks of pregnancy – or up to Your 32nd week of pregnancy You are expecting multiple births, such as twins or triplets – only if You provide to Us a medical report or letter
 - (iii) The medical report or letter must be written in English, signed and stamped by a doctor, stating:
 - The exact number of weeks You are pregnant,
 - Expected date of delivery,

- The state of pregnancy is normal, and
- Confirming that You are fit to fly for at least Your outbound journey.

The date of issuance must not be more than fourteen (14) days prior to the departure date. You will also be required to complete the 'EXPECTANT MOTHER INDEMNITY FORM' which will be given to You at the time of check-in.

- (iv) We will not carry You after You have completed 36 weeks of pregnancy.
- (v) If You wish to travel within seven days after delivery, medical clearance is required. Infants cannot travel for 48 hours after delivery and need medical clearance to travel between three and seven days after delivery.

5.3.2. **Please Note:**

- i. We do not represent that travel is safe for You at any particular point during Your pregnancy. You must seek advice from Your own medical practitioner prior to Your flight. The periods referred to above are only Our minimum requirements.
- ii. Some countries place limitations on the entry of non-national pregnant women. Check with the relevant embassy or consulate before You travel to confirm any further limitations.

5.4. **Carriage of unaccompanied Minors (UM)**

- 5.4.1. We will not carry Minors under 12 years of age (on the date the relevant Flight commences) unless that child is accompanied by a parent or guardian who is at least 16 years of age.
- 5.4.2. An accompanying parent or guardian must be travelling on the same Reservation Confirmation.

5.5. **Passenger reimbursement of medical expenses**

- 5.5.1. If You fail to inform Us of a mental or physical condition, or incapacity within the meaning of Article 5.1.1., and/ or If You are taken ill aboard the aircraft due to a condition pre-existing the flight (regardless of whether or not You were aware of it) or due to Your pregnancy and in connection with that condition We divert the aircraft to an unscheduled place of destination or in flight return or flight(s) delayed.
- 5.5.2. You will pay to Us the cost of expenses paid by Us in treating You aboard an aircraft, transporting You on the ground, or paying for treatment provided by a third party. You will also pay any costs We have incurred in diverting an aircraft or in flight return or flight(s) delayed to seek medical assistance if You have contravened Articles 5 (1) to (4) We may apply towards payment due to Us from You the value of any unused carriage on Your Ticket or unused credits to Your account with us, or any of Your funds in Our possession.

ARTICLE 6 – PERSONAL DATA

- 6.1. You recognize that personal data means any information relating to an identified or identifiable natural person. This includes names, address, phone number, passport details, IP address. The Sensitive Personal Data refers to a special category of Personal Data that includes "Racial or ethnic origin, Medical records, Criminal records, Trade Union membership, Religious beliefs, Political inclination, Sexual orientation, Information about children" Your Personal data (including sensitive personal data) has been provided to Us for the purposes of (i) making a reservation; (ii) recording and issuing a Ticket; (iii) issuing a boarding pass and other ancillary documentation associated with Your carriage; (iv) advising You of changes to Your itinerary; (v) responding to Your queries or requests; (vi) issuing receipts; providing You with Your carriage; (vii) providing You with ancillary services related to Your carriage; (viii) administration of accounting, (ix) billing and auditing procedures and other administrative purposes; (x) facilitating immigration, (xi) customs and entry procedures; (xii) facilitating security checks; (xiii) dealing with immigration authorities; (xiv) meeting security requirements; (xv) prevention and detection of crime; (xvi) ensuring Our compliance with legal and regulatory obligations applicable to us; (xvii) handling customer relations issues; statistical analysis; (xviii) systems testing, (xix) maintenance and development; (xx) market analysis; (xxi) assisting Us in any future transactions with You;

(xxii) direct marketing and market research; (xxiii) tailoring Our marketing to Your specific carriage requirements; (xxiv) benchmarking and performance measures; (xxv) IT maintenance or development training; (xxvi) operating frequent flyer programs; (xxvii) meeting legal obligations to You; (xxviii) making data available to government agencies in connection with Your carriage (for example, security, (xxix) customs or immigration where We are required by applicable law to do so);(xxx) and other purposes associated with or incidental to Your carriage.

- 6.2. For these purposes, You shall provide Us, or Our authorized agent, with Your personal information and, You authorize Us to retain and use such data and to transmit to and/or share it with: Our own offices, Our Authorized Agents, Our other companies and/or brands, anyone to whom We transfer Our rights and duties; third party companies providing related services and facilities; data processors working for us; Our Authorized Agents; government and enforcement agencies; and credit and other payment card companies.
- 6.3. We may also retain Your personal data for direct marketing, but We will obtain Your authority to do this first. You can opt out of receiving any marketing material, free of charge, by contacting Us using the details set out in Article 7.4.
- 6.4. Sensitive personal data, for example data relating to Your health or disabilities, religion, criminal record or otherwise may be processed by us. You recognize and accept that, by providing Us with sensitive personal data You give Your explicit consent for Us to process it and disclose it to third parties for the above purposes. We undertake to collect, process, store, save and transfer Your data in compliance with relevant data protection legislation in force from time to time, We are not liable for assault launched by cybercriminals and ransomware, we will do our best to prevent as possible. In processing Your data, We may transfer it to countries which may not afford the same level of protection.
- 6.5. We may also monitor and/or record Your telephone conversations with Us to ensure consistent service levels, prevent/detect fraud and for training purposes.
- 6.6. We may require the name and contact details of a third party whom We may contact in an emergency. It is Your responsibility to ensure that the third-party consents to the disclosure of the information provided for that purpose.
- 6.7. We process Your personal data in accordance with Our Privacy Policy. For more information on the personal data that We collect about You, how We protect it, how and why We process it, who We disclose it to and what Your data protection rights are, see Our full Privacy Policy which is available on Our website www.airarabia.com.
- 6.8. As a result of legislation introduced by certain Countries including the European Union, when You are travelling between that countries. We are required to provide additional information to certain destination airports in advance of Your Flight. If this information is required, We will advise You of the requirement and how to provide Us with this information. You will need to provide this information to Us more than two hours before the scheduled departure of Your Flight. The provision of this information by the Carrier to destination airports does not imply any acceptance or eligibility for You to enter any state or territory.

ARTICLE 7 – TICKETS

7.1. General Provisions

- 7.1.1. Your Ticket constitutes prima facie evidence of the Contract of Carriage between You and us.
- 7.1.2. We will provide the carriage service only to the persons who possess a valid Ticket provided that, for each Passenger, such person is named as a Passenger in the Ticket.
- 7.1.3. You may not be entitled to be carried on a Flight if the Ticket presented is tampered with, or if it has been altered otherwise than by Us or Our Authorized Agent. You will also be required to produce positive photographic identification identifying You as the Passenger named in the Ticket OR the reservation System and valid travel documentation in the form of a passport, and any visa or other documentation required, satisfying the relevant authorities for the carriage You are undertaking.
- 7.1.4. For the purposes of the Conventions, and for any other relevant purposes, a Ticket is deemed to serve

as a passenger ticket and a document of carriage.

- 7.1.5. It is Your responsibility to take all measures which are necessary to ensure that the Ticket is not lost or stolen.
- 7.1.6. Should You benefit from a special Fare that is subject to specific conditions, You must be able, at all times during Your journey, to provide Us or Our Authorized Agents with appropriate supporting documents justifying that such conditions are met. Failing this, You will be required to pay to Us the difference between the special Fare, including taxes, fees or charges, initially paid and the Fare, including taxes, fees or charges, You should have paid in the absence of the relevant specific conditions. Should You fail or refuse to pay the fare difference We will reserve the right to deny You boarding.

7.2. Period of Validity

Unless otherwise provided in the Ticket, these General Conditions of Carriage or in the Travel Regulations or Tariffs which apply, a Ticket is only valid for the Passenger(s) named and the date(s), time(s) and Flight(s) specified on that Ticket. Your Reservation Confirmation will be invalid and will not be honored by Us if not used in the sequence stated in the Reservation Confirmation.

7.3. Credits, Special Fares, Refunds

- 7.3.1. We sell some Tickets at special fares which may be partially or completely non-refundable. Some Tariffs and Reservation Confirmations have conditions attached to them, which limit or exclude Your right to change or cancel reservations. You should choose the fare, which best suits Your needs.
- 7.3.2. Unless applicable laws provide otherwise, refunds (if any) will only be given in the form of Credit to be used for purchase of Tickets in accordance with Our Travel Regulations. No monetary refunds will be given. Credit will be recorded in Our system under Your cancelled or unused Confirmation Reference.
- 7.3.3. If, you are requested to present a medical certificate, the medical certificate should be from a Governmental Hospital stating the health reasons that prevented You from traveling and provided that these health reasons were not known when the Reservation was made.
- 7.3.4. In the event of the death of a Passenger before using their Tickets, refund is allowed within thirty (30) days as from the date of death, upon a written request from a family member of a Passenger deceased, refund will be made after receipt of a valid death certificate.
- 7.3.5. The credit is valid for a period of twelve (12) months from the date of Booking of Your original Ticket ("Credit Period"). The credit is non-transferable and can only be used for partial or complete payment of another Reservation Confirmation, provided that the Passenger named in the new Booking is the individual named as Passenger on the original Booking and the Booking is made within the Credit Period. Credit can only be redeemed through any Air Arabia call centers or Authorized Agent.
- 7.3.6. In the event You do not show up for any Flight, Your Booking will be considered invalid and We will not carry You, nor will We transfer You to another Flight, nor provide You with any amount that could be utilized as a Credit against any future flight. You will be entitled to a refund of the airport tax element of Your Booking for the unused Flights in accordance with Article 13.

7.4. Our Identification

- 7.4.1. Our identification may be abbreviated to Our Airline Designator Code, or otherwise, in the Ticket, Our address is deemed to be that Our registered head office or principal place of business (as defined in below table):

| Airline | Designator Code | Address |
|------------------|------------------------|--|
| Air Arabia PJSC | (G9) | P.O. Box 132, Sharjah, United Arab Emirates. |
| Air Arabia Maroc | (3O) | Rue de Carthage 4, 20153 Casablanca, Morocco |

| | | |
|----------------------|------|--|
| Air Arabia Egypt | (E5) | Florida mall – Sheraton buildings – Cairo, Egypt |
| Air Arabia Abu Dhabi | (3L) | Business Park 1, Zayed International Airport, Abu Dhabi, United Arab Emirates. |
| Air Arabia DMM | (4P) | King Fahd International Airport, King Fahd Ibn Abdul Aziz Branch Rd., Al Matar District, Dammam, Kingdom of Saudi Arabia |

- 7.4.2. If for any reason the operating air carrier is any company other than Air Arabia PJSC, Air Arabia Maroc, Air Arabia Egypt, Air Arabia Abu Dhabi or Air Arabia DMM, then We will notify You at the earliest opportunity. Such carriage will still be governed by these Terms.

ARTICLE 8- FARES, TAXES, FEES, CHARGES AND CURRENCY

8.1. Fares

- 8.1.1. Fares paid for the Flight(s) apply only for carriage from the airport at the point of origin to the airport at the point of destination at the times and on the dates specified in the Reservation Confirmation, unless We expressly state otherwise. Fares do not include any type of ground transportation service between airports and city check-in counters.
- 8.1.2. Fares for Your Reservation Confirmation have been calculated in accordance with the applicable Tariff in effect on the date payment was made for Your Reservation Confirmation.

8.2. Taxes, Fees and Charges

- 8.2.1. Applicable taxes, fees and charges imposed on Us by any Government or other authority, including the operator of an airport, which We are obliged to collect from You or pay on Your behalf in respect of Your Flight shall be payable by You to Us in addition to the Fare. When You purchase Your Ticket, You will be advised of any taxes, fees and charges not included in the Fare and they will normally be shown separately on Your Ticket.
- 8.2.2. Such taxes and charges imposed on air travel are constantly changing and can be imposed after the date that Your Ticket was booked. These amended amounts will not be shown on Your Reservation Confirmation. If any such tax or charge is introduced or increased after the Ticket is booked and before Your travel, We will pass that cost onto You where We are permitted by law to do so and You will be obliged to pay it prior to departure. Any such charges, fees or taxes in addition to the Fare may be levied on You via deduction of such charges from the credit card or debit card used to make Your Booking or at an airport. Failure to make payment may affect Your ability to fly with us.
- 8.2.3. If any taxes, fees or charges You pay to Us when We issue the Ticket are then abolished or reduced, You will be entitled to claim a refund from us.
- 8.2.4. If You do not use Your Ticket, You will be entitled to claim a refund of any taxes, fees and charges which You have paid according to Article 8.2.1., less any applicable service charge, which as a consequence, We have no obligation to pay to any government or other authority on behalf of You.
- 8.2.5. If You do not pay the applicable fare (including, without limitation, applicable taxes, fees, charges, Extra Options, and surcharges) for the Booking Confirmation prior to Your flight, We will cancel Your reservation and deny boarding You.

8.3. Handling Fees charged by Us or Authorized Agent

We or Our Authorized Agents may charge You with Handling Fees in consideration of the issuing of a Ticket. Handling Fees may vary depending on the place where the ticket is purchased, type of the flight, the applicable Fare and the Ticket distribution channel. Handling Fees will not be added to the Ticket amount, but are charged separately. Handling Fees are non-refundable, except where a Ticket is canceled due to Our or Our Authorized Agent's error. We will inform You of the amount of the applicable Handling Fees prior to finalization of a Booking.

8.4. Payment Currency

The Fare, excluding Taxes, Handling Fees and Administration Fees are payable in the currency of the country where

the Ticket is purchased, unless another currency is specified by Us or Our Authorized Agent (for example, due to local currency not being converted). At Our sole discretion, We may also accept payments in another currency.

ARTICLE 9 – CHECK IN AND BOARDING

9.1. Online and City Check-in

- 9.1.1. Online and City check-in is available for some airports and from certain cities.
- 9.1.2. Prior to arriving at the airport for Your scheduled flight, You can check-in online and either print Your boarding pass or download a mobile boarding pass if You are flying from an airport where they are accepted. To check-in online, You must go to Our Website or application and follow the instructions. You must complete the online check-in for Your Scheduled Flight(s) within the frame-time mentioned in your Ticket. Once You have checked-in online, You must also either print Your boarding pass or, if You are flying from an airport where they are accepted, download a mobile boarding pass and take it to the airport with You. You will also be able to check-in online and print Your boarding pass or download a mobile boarding pass (if You are flying from an airport where they are accepted) for any subsequent flight(s).
- 9.1.3. Please note that Airports will accept mobile boarding passes which have been downloaded to Your mobile phone or tablet using the Air Arabia App. Airports may not accept pdf versions of Your boarding pass downloaded to a mobile phone or tablet and may not allow You to pass through security or board Your flight if You present a pdf version of Your boarding pass on a mobile phone or tablet.
- 9.1.4. If You changed any details of Your Flight(s), added an infant, requested special assistance and/or booked a seat through seat allocation or any other services offered by Us since You booked Your Flight(s), You will need to check-in online again and print a new boarding pass or, if these are available at the airport You are flying from, download a new mobile boarding pass for Your Flight(s), as Your original boarding pass will no longer be valid, You must be in possession of Your printed boarding pass or mobile boarding pass when You arrive at the airport.
- 9.1.5. If Your Flight has been delayed or cancelled or if You have transferred to another flight, You will need to check-in online again and print off a new boarding pass or, if these are available at the relevant airport, download a new mobile boarding pass as the original boarding pass will no longer be valid. If You're already at the airport when Your flight is delayed or cancelled, please go to the Bag Drop, help Desk or Customer Services Desk where one of Our representatives will assist You.

9.2. Airport Check-in Deadlines

You must present Yourself for check-in sufficiently in advance of scheduled departure time of Your Flight to permit completion of check in, Government formalities and security procedures taking into consideration that:

- 9.2.1. Check-in Deadlines may vary between airports and Your journey will be smoother if You allow plenty of time to comply with Check-in Deadlines. We or Our Authorized Agents will advise You of the Check-in Deadline for Your First Flight with Us if it is longer than the normal limit. For any subsequent flights in Your journey, You should inform Yourself of the Check-in Deadlines by consulting Our timetable, or by asking Us or Our Authorized Agents.
- 9.2.2. You must comply with the applicable Check-in Deadline and You will not be able to check-in after the Check-In Deadline. Arrival after the Check-In Deadline may result in You lose Your Booking and the entire fare paid.
- 9.2.3. Government formalities and security procedures may vary at different airports and for particular Flights. It is Your responsibility to ensure that You comply with these formalities and procedures.
- 9.2.4. If You made check-in online or at City check-in points boarding, You should proceed straight through the security screening point and any customs/immigration area to the departure gate.
- 9.2.5. If You have pre-booked assistance to get to the gate, please advise either a member of Our Airport Staff

or proceed to the pick-up point provided by the nominated Airport Authority when You arrive at the airport and they will organize the assistance for You. Please remember to allow extra time for this.

- 9.2.6. If You are travelling with a wheelchair, please advise a member of Our Airport Staff as soon as You arrive at the airport to ensure that Our staff are aware of Your requirements and the assistance that You will need. You should ensure that You arrive at the airport with sufficient time to go through airport security and get to the boarding gate in time for Your flight. Wheelchair mobility aid more than 60Kg cannot be accepted unless approved by the airline after check with arrival and departure regarding facilities
- 9.2.7. The provision of assistance through the airport, onto the aircraft, off the aircraft and through the arrivals process at the destination is the responsibility of the relevant Airport Authority. Concerns about the level of service provided should be directed to the Airport Authority as appropriate.
- 9.2.8. You are allowed to check-in with another passenger in separate PNR for the same flight only If both of You approach the Check-in Counter at the same time and completed the security procedures.

9.3. At check-in

- 9.3.1. All Passengers, including children & infants, must present their Reservation Confirmation and all necessary travel documents including but not limited to passports, visas, etc., at check-in. At check-in, if You do not provide necessary travel documentation required for travel to the destination of Your Booking, then You may not be allowed to travel, and this may result in You lose Your Booking and the entire fare paid.
- 9.3.2. At check-in We will issue Your boarding pass and Baggage receipt for any Checked Baggage. It is important that You keep these with You throughout Your travel.
- 9.3.3. Normally Airport check-in desks are open three hours and closes One hour prior Your scheduled Flight, Some Airports has a different Check-in time So please check the Check-in time mentioned in your Ticket because there are some. You must ensure that You have submitted Your Hold Luggage before check-in closing time, some airports You must have submitted Your Hold Luggage more than one-hour prior to the scheduled time of departure of Your Flight or Your Hold Luggage will not be accepted for carriage. From some airports You must have submitted Your Hold Luggage more than 60 minutes before the scheduled departure of Your Flight for it to be accepted. Please check Your Confirmation Document for these limited exceptions.
- 9.3.4. Groups traveling under same PNR or families travelling together may pool their checked in baggage at the same time, however they must have their baggage checked-in individually so that each passenger keeps his or her own baggage claim portion with them. In the event of offloading a group member at the boarding gate due to any reason, the checked-in baggage of that group member must be off loaded.

9.4. Boarding

- 9.4.1. The Boarding details including but not limited to gate number or deadline will normally be specified on Your boarding pass but may be changed by public announcement or otherwise. You must be present at the boarding gate at the time specified by Us during check-in, but, in any event, no later than 20 minutes prior to the scheduled departure time of Your Flight or You may not be accepted for travel.
- 9.4.2. Your passport and travel documents will be checked as You go through the security screening point at the airport and again before You board the aircraft.
- 9.4.3. When arriving at the gate, You will be required to present certain information relating to Your Flight and Your identity. This will include Your boarding pass for Your Flight and an acceptable form of photographic identification. Details of these identification requirements, necessary for all Flights (both international and domestic).
- 9.4.4. If You attend before the boarding gate any time before or after the boarding time mentioned in this Article or if you were not ready to travel and You are improperly documented, You understand and acknowledge that We will refuse to carry and We will forfeit Your seat and Your Checked Baggage will be offloaded from the aircraft without any right to claim any compensation, save as required by

Applicable Law. For the avoidance of doubt, this includes Your failure to submit or present information required in relation to Advanced Passenger Information requirements. Details of Our Passenger Information requirements are specified in Article 6.

9.5. Important notice

We shall have no obligation (including, but not limited to, an obligation to carry You on an alternative flight or offering You a refund the Ticket) or liability for any loss or expense whatsoever resulting from Your failure to comply with the provisions of this Article 9.

ARTICLE 10 – REFUSAL AND LIMITATION OF CARRIAGE

10.1. Right to Refuse Carriage

- 10.1.1. We have the right to refuse to carry You or Your Baggage on any Flight (even if You hold a valid Ticket and have a boarding pass) if one or more of the events listed below has happened or We reasonably believe might happen, it being understood by You that We have no duty to make any enquiries when determining whether We believe an event might happen See Also Articles 10.2 and 13.4. concerning the consequences of being refused carriage.
- 10.1.2. Such action is necessary to comply with any applicable government laws, regulations or orders of any state or country to be flown from, into or over; or
- 10.1.3. The carriage of You and/or Your Baggage may endanger or adversely and materially affect, or has endangered or adversely and materially affected, the safety, health or security of the aircraft, other Passengers or crew (including ground staff) or the comfort of other Passengers aboard the aircraft; or
- 10.1.4. You appear to be under the influence of alcohol or drugs; or if You are, or We reasonably believe You are, in unlawful possession of drugs; or
- 10.1.5. Your mental or physical state, including Your impairment from alcohol or drugs, appears to present a hazard or risk to Yourself, or to Passengers or to crew or to the aircraft or any person or property in it or represents a likely or the actual source of material annoyance or discomfort to other Passengers aboard the aircraft if You were to proceed to travel.; Or
- 10.1.6. You have refused to allow a security check to be carried out on You or Your Baggage; or
- 10.1.7. You have refused to submit to a security check for Yourself or Your Baggage or, having submitted to such a check, You fail to provide satisfactory answers to security questions at check-in or the boarding gate, or You fail a security profiling assessment/analysis, or You tamper with or remove any security seals on Your Baggage or security stickers on Your boarding pass; or
- 10.1.8. You use threatening, abusive, or insulting words or behave in a threatening, abusive or insulting manner towards ground staff or members of the crew or other Passengers prior to or during any of the processes of embarkation on Your Flight or during disembarkation from a connecting flight or on board the aircraft before take-off; or
- 10.1.9. You fail to observe or obstruct or hinder Our instructions with respect to safety or security, whether prior to boarding or on board the aircraft, or those of any ground staff or crew member in the performance of their duties or if You tamper or threaten to tamper with the aircraft, its equipment or any part thereof; or
- 10.1.10. You fail to observe Our instructions relating to safety, security or passenger comfort, for example, seating, storage of Unchecked Baggage, smoking, consumption of alcohol, use of drugs or use of electronic equipment (for example, mobile / cellular phones, laptop computers, PD4As, portable recorders, CD, DVD and MP3 players, electronic games or transmitting devices); or
- 10.1.11. You have made or attempted to make a bomb hoax, hijack threat or any other security threat; or
- 10.1.12. You commit a criminal offence during the check-in or any of the other processes of embarkation on Your Flight, or disembarking from a connecting Flight, or on board the aircraft before take-off; or acting in disruptive or unruly behavior
- 10.1.13. You do not have or not appear to be in possession of valid travel documents; You seek or have sought to

illegally enter a country through which You may be in transit, or for which You do not have a valid entry document; You destroy travel documents during the flight; You refuse to surrender Your travel documents to a member of the crew, against receipt, when so requested; You refuse to allow Us to photocopy Your travel documents; or if the check in staff doubt that there is a difference between the person on the document and the person in front of him.

10.1.14. We have been informed (orally or in writing) by immigration or other authorities of the country to which You are travelling or through which You may intend to transit, or of a country in which You have a Stopover planned, that You will not be permitted entry to such country even if You have valid travel documents; or

10.1.15. You (or the person who paid for the Ticket) have not paid in full the applicable fare, taxes, fees or charges; or

10.1.16. You have failed to meet the Check-In Deadline or failed to arrive at the boarding gate on time; or

10.1.17. You present a Ticket that has been or appears to be:

- Invalid, or
- Acquired unlawfully or by fraudulent means (for example, by means of the use of a stolen credit or debit card), or
- Not paid because of a failure by the Authorised agent,
- Forged or falsified or altered without requisite authority, or
- Purchased from or issued or altered by an entity other than Us or Our Authorized Agent, or
- Reported as being mutilated, lost or stolen, or is a counterfeit, or

10.1.18. You cannot prove that You are the person named in the Ticket or You fail to comply with the requirements set forth elsewhere in these Conditions of Carriage; or

10.1.19. You fail, or refuse, to give Us information in Your possession or available to You which a governmental authority has lawfully asked Us to provide about You; or

10.1.20. You are medically unfit to fly; or

10.1.21. You are, or We reasonably suspect You are, in unlawful possession of drugs; or

10.1.22. You are under the age of 12 and not accompanied by a guardian over the age of 16 who is named in the same Ticket; or

10.1.23. You have previously behaved in any of the ways prohibited above and We believe that You may repeat such behavior, or You have previously been refused carriage by another airline for any reason relating to Your behavior, or You have breached any of Your duties imposed on this General condition of carriage in relation to previous carriage by us; or

10.1.24. When checking in or boarding, You require special assistance that was not requested when the travel Reservation was made, or in accordance with the applicable regulations, at least 48 hours before the announced departure time of the flight, in accordance with Article 5.1, and which We cannot reasonably provide; or

10.1.25. We have notified You that We would not at any time after the date of such notice carry You on Our Flights; or

10.2. Reimbursement of costs

If You are refused carriage for any of the reasons set out in Article 10.1, You will reimburse Us for any costs We incur resulting from: (a) repair or replacement of property lost, damaged or destroyed by You; (b) compensation We have to pay to any Passenger or crew member affected by Your actions; and (c) delaying the aircraft for the purpose of removing You and/or Your Baggage. We may apply towards such payment or expenditure the value of any unused carriage on Your Reservation Confirmation, or any of Your funds in Our possession.

10.3. Out of sequence Flights

10.3.1. Your Ticket is valid only for each of the Flights recorded on the Ticket and in the Reservation (PNR) in Our computer reservation system, from the place of departure via any Stopover(s) to the final place of destination. Your Ticket will lose its validity and we have the right to refuse to carry You or Your Baggage on any Flight (even

if You hold a Ticket and have a boarding pass), if all of the Flights as booked, both outbound and return, are not used in the exact sequence in the Ticket.

10.3.2. **Before the first Flight:** If You do not wish to travel in the exact sequence of Flights in the Booking then prior to the first Flight in the sequence, You will need to change the Booking in accordance with Article 4.5 or cancel the Booking in accordance with Article 4.6, and thereafter, you may make a new Booking.

10.3.3. **Any Flight in the Booking:** If You do not take any Flight in an exact sequence in the Booking, then Article 7.3.6 shall immediately apply for all Flights in the Booking (outbound and return). All Flights in the Booking will be invalid.

10.3.4. We will have no liability for any loss or expense whatsoever resulting from Your failure to comply with the provisions of this Article.

10.4. Block List

10.4.1 We are entitled at Our own discretion, to add You to Our Block List if You demonstrate a violation to safety, security and regulatory compliance; either on ground or onboard to Our aircrafts, passengers, employees, and agents, or You act in an unruly behavior or if we suspect any fraudulent transactions to Your bookings.

10.4.2 You will be notified in writing, through the email ID provided at the time of Booking, your blocklisted status, including the reasons for such action.

10.4.3 Reasons to add You to the Block list include, but are not limited to, the following acts:

a. **Disruptive Behavior:**

- Passengers who engage in unruly or aggressive behavior, such as verbally or physically abusing.
- Actions that interfere with flight crew responsibilities, like refusing to comply with seatbelt signs or other safety instructions.

b. **Endangering Safety:**

- Any attempt to open doors, tamper with safety equipment, or ignore safety instructions.
- Dangerous conduct that threatens the safety of others, such as smoking on board.

c. **Security Concerns:**

- Violating security regulations, such as attempting to bypass airport security checks or carrying unauthorized items on board.
- Fraudulent behavior, like using a fake ID or someone else's boarding pass.

d. **Physical Altercations or Assault:**

- Passengers involved in physical altercations, fights, or assaults, whether with other passengers or crew members or ground staff.
- Instances of inappropriate physical conduct, such as harassment or assault, are treated with a zero-tolerance policy by Us.

e. **Failure to Pay or Fraudulent Payments:**

- Failing to pay for services, such as disputed ticket charges that lead to unresolved claims.
- Using fraudulent payment methods to book flights.

f. **Threats or Abuse (Verbal or Written):**

- Threatening or abusive language, whether directed at the crew or other passengers.
- Making threats, even in jest, about potential safety or security issues.

g. **Legal Issues or Involvement in Criminal Activities:**

- If a passenger is found to be involved in illegal activities onboard, such as drug trafficking or smuggling.
- Non-compliance with customs or immigration authorities in foreign countries.

h. Health and Safety Risks:

- Passengers who pose a risk due to communicable diseases, without taking necessary precautions.
- Situations where a passenger's medical condition requires excessive or specialized care that the airline is not equipped to handle.

10.4.4 You understand that being added to Our Block List will restrict and prevent You from traveling with **Us** or using Our Services, for a period which will be determined solely by Us. You will be prohibited from using any of Our tickets/products and We will have the right to cancel any future booking You may have with Us, with no refund or credit.

10.4.5 Once You are placed on the Blocklist, You will not be able to check-in and Your reservation will be cancelled with no refund or credit.

ARTICLE 11 - BAGGAGE

11.1. General Provisions

11.1.1. Baggage Allowance

- a) Some fares do not include any Checked Baggage allowance. Passenger may choose to buy the preferred baggage allowance at the time of booking. Please refer to the applicable fares for more information. These are available to You at the time of Booking. The current allowances and restrictions for Checked Baggage and Unchecked Baggage are set out on Our website and may change from time to time.
- b) A Passenger who does not travel cannot transfer their unused Checked Baggage or Unchecked Baggage allowance to any other Passenger(s), including Passenger(s) in the same Ticket.

11.1.2. Excess Baggage

The acceptance and carriage of excess Baggage are at Our discretion and You will be required to pay a charge for the carriage of Baggage in excess of Your Free Baggage allowance. For details of the rates applicable to carriage of excess Baggage, please ask Us or Our Authorized Agents.

11.1.3. Your Obligations

- a) You declare that You are fully aware of the content of all Your Baggage.
- b) You undertake not to leave Your baggage unattended from the moment You pack it and not to accept items from another passenger or from any other person.
- c) You undertake not to travel with baggage entrusted to YOU by a third party.
- d) You are advised not to include perishable or fragile items in Your baggage. If, however You include such items or objects in Your baggage, You must ensure that that these are properly and securely packed and protected in suitable containers in order not to damage these items and objects as well as baggage belonging to other Passengers' baggage or the Ours aircraft.
- e) You shall make sure that Your Baggage is properly locked and can only be opened by You, which means that we do not take any responsibility for any prohibited items in Your Baggage at all times.

11.1.4. Items You must not carry in Your Baggage

11.1.4.1. General

There are certain Strictly prohibited items which You must not include in Your Baggage. Set out below are prohibitions apply to Checked and Unchecked Baggage, as well as separate and extra prohibitions applicable to Checked Baggage only and to Unchecked Baggage only. If You fail to comply with any of the applicable rules You and/or Your Baggage may be refused carriage (see also Article 10.1). In addition, You may not be entitled to claim compensation if any prohibited item wrongfully included in Your Baggage sustains Damage or causes Damage to Your Baggage.

- a) You must not include any of the following items into the security restricted/ sterilized areas and on

board an aircraft or in Your Unchecked Baggage or Your Checked Baggage:

- (i) Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations, and in Our related Travel Regulations. If You are not familiar with those rules and regulations, please ask Us or Our Authorized Agents for details;
- (ii) Items the carriage of which is prohibited by applicable laws, regulations, orders or governmental policy of any state to be flown from or to;
- (iii) Items which are considered by Us to be unsuitable for carriage because they are dangerous or unsafe, or because of their weight, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used. Please ask Us about any concerns You may have about the suitability of Your Baggage before You arrive at the airport;
- (iv) Firearms (whether real, replica or toy) and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted at Our sole discretion as Checked Baggage. Firearms must be unloaded, with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA Regulations referred to at Article 11.1.4.1. (a). (i)
- (v) You must not include in Your Checked Baggage fragile or perishable items, valuable items (including for example, money, jewelry, precious metals, precious stones, silverware, works of art, or other valuables, optical or photographic equipment), computers, personal electronic devices (including, without limitation, mobile communication devices and tablets), stored data, any medication or medical equipment which may be required in-flight or during Your trip (medical equipment can be accepted in the Unchecked Baggage) or which cannot be quickly replaced if lost or damaged, house or car keys, valuable documents (including for example, share certificates, bonds, negotiable papers, securities deeds, business documents, passports and other identification documents) or samples. Transport of up to two pieces of mobility equipment per disabled person or person with reduced mobility, including electric wheelchairs (subject to advance warning of 48 hours and to possible limitations of space on board the aircraft, and subject to the application of relevant legislation concerning dangerous goods
- (vi) Examples of the prohibited articles You are not permitted to carry it into security restricted areas and on board an aircraft:
 - **Guns, firearms and other devices that discharge projectiles — devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:** firearms of all types, such as pistols, revolvers, rifles, shotguns, toy guns, replicas and imitation firearms capable of being mistaken for real weapons, component parts of firearms, excluding telescopic sights, compressed air and CO 2 guns, such as pistols, pellet guns, rifles and ball bearing guns, signal flare pistols and starter pistols, bows, cross bows and arrows, harpoon guns and spear guns, slingshots and catapults.
 - **Stunning devices — devices designed specifically to stun or immobilize, including:** devices for shocking, such as stun guns, tasers and stun batons, animal stunners and animal killers, disabling and incapacitating chemicals and biological, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays;
 - **Objects with a sharp point or sharp edge — objects with a sharp point or sharp edge capable of being used to cause serious injury, including:** items designed for chopping, such as axes, hatchets and cleavers, ice axes and ice picks, razor blades, box cutters, knives with blades of more than 6 cm, scissors with blades of more than 6 cm as measured from the fulcrum, martial arts equipment with a sharp point or a sharp edge, swords and sabers.
 - **Workman's tools — tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:** crowbars, drills and drill bits, including cordless

portable power drills, tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels, saws, including cordless portable power saws, blowtorches, bolt guns and nail guns

- **Blunt instruments — objects capable of being used to cause serious injury when used to hit, including:** baseball and softball bats, clubs and batons, such as billy clubs, blackjacks and night sticks, martial arts equipment
- **Explosives and incendiary substances and devices — explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:** ammunition, blasting caps, detonators and fuses, replica, or imitation explosive devices, mines, grenades and other explosive military stores, fireworks and other pyrotechnics, smoke-generating canisters and smoke-generating cartridges, dynamite, gunpowder and plastic explosives.

(vii) You must not take any item into the aircraft cabin if We in Our sole discretion, determine that its presence there could affect the safety and/or the security of the aircraft or any person in it.

b) You must not include in Your **Unchecked Baggage**:

- (i) Real, replica or toy weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary materials; knives of any kind/type/shape or size; letter openers; metal cutlery; catapults; slingshots, razor blades and straight razor blades (excluding safety razors and accompanying cartridge blades); tradesmen's tools; darts; scissors; nail files; hypodermic needles and syringes (unless required for medical reasons and accompanied by a medical certificate confirming the medical condition necessitating carriage); knitting needles; corkscrews; sporting bats and clubs (including, for example, baseball and softball bats, golf clubs, cricket bats but excluding tennis, badminton and squash racquets); hard sporting balls (including, for example, cricket, field, hockey or billiard, snooker or pool balls); billiard, snooker or pool cues; martial arts devices.

(ii) Any article which in Our opinion, or the opinion of airport security personnel, might be used as, or adapted for use as, a weapon with the potential to cause injury or incapacitation or to represent any other security or safety threat.

(iii) Examples of the prohibited articles You are not permitted to carry it into Your checked baggage:

- **Explosives and incendiary substances and devices — explosives and incendiary substances and devices capable of being used to cause serious injury or to pose a threat to the safety of aircraft, including:** ammunition, blasting cap, detonators and fuses, mines, grenades and other explosive military stores, fireworks and other pyrotechnics, smoke-generating canisters and smoke-generating cartridges, dynamite, gunpowder and plastic explosives.

c) **Smart Bags;** These are bags that contain batteries either for motors or as built in charging devices, You must comply with the following conditions;

a- Unchecked Baggage: to take Smart Bags into the cabin, the battery of Smart Bags must be either (1) removed from the Smart Bag OR (2) The battery can remain installed as long as the smart bag is completely powered off and must not be ON until arrival at the destination. Smart bags with non-removable batteries are prohibited from being carried as unchecked baggage in the cabin.

b- Checked Baggage: In case of smart baggage being checked in, the battery must be removed and the removed batteries must be carried as part of unchecked baggage (cabin baggage) only. Smart bags with non-removable batteries are not acceptable as checked baggage under any circumstances.

All batteries carried in cabin baggage must comply with relevant safety regulations, including but not limited to lithium-ion battery transport guidelines. Passengers are responsible for ensuring that the batteries carried meet these standards.

d) We may either ask You to check-in items referred to in Articles 11.1.4.1. (a) and 11.1.4.1.(b) as Checked Baggage or refuse to carry them altogether.

- e) If, despite being prohibited, any items referred to in Articles 11.1.4.1.(a) and 11.1.4.1.(b) are included in Your Baggage, We shall not be responsible for any loss or damage to such items.
- f) If an item of Unchecked Baggage becomes Checked Baggage (whether at Your request or because We require it), You must immediately remove from it all items which are prohibited from inclusion in Checked Baggage by Article 11.1.4.1.(a) You may carry such items as Unchecked Baggage, but only if You comply with Our requirements regarding contents and size and weight of Unchecked Baggage specified in Article 11.3.
- g) We are not responsible for any item removed from Your Checked Baggage or Unchecked Baggage and retained by airport security personnel. It is Your responsibility to check the security requirements applicable to Your Flight and departure airport prior to travel and, if personal items are removed from Your Baggage by airport security personnel, it is Your responsibility to ensure that You obtain a receipt from the airport security personnel and make arrangements for collection of such items.

11.1.4.2. Firearms and dangerous items

- a) If You wish to carry Firearms, ammunition and explosives, including items containing explosives (for example, Christmas crackers, fireworks or firecrackers) as Checked Baggage it is Your responsibility to inform Yourself of, and ensure that You have obtained, all required clearances from the government and/or Military authorities of the country of departure and the country of destination before commencing Your carriage.
- b) Firearms, ammunition and explosives, including items containing explosives (for example, Christmas crackers, fireworks or firecrackers) will not be accepted as Checked Baggage, unless approved by Us no less than 10 business Days before Your flight. If accepted for carriage, firearms must be unloaded with the safety catch on, and suitably packed and accompanied by all documents legally required by the countries of departure, destination and any Stopovers. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 11.1.4.1(a). Your firearms, ammunitions and explosives will never be carried in the cabin or cockpit of the aircraft.
- c) Weapons such as, for example, antique firearms, swords, knives, toy or replica guns, bows and arrows and similar items may be accepted as Checked Baggage only at Our discretion, subject to prior approval by us, but will not be permitted in the cabin or cockpit of the aircraft.
- d) We will have no liability or responsibility where any item accepted under Articles 11.1.4.2.(b). and/or 11.1.4.1.(c). is removed from Your Checked Baggage and/or retained or destroyed by security personnel, government officials, airport officials, police or military officials or other airlines involved in Your carriage.
- e) We reserve the right to refuse the carriage of items mentioned in 11.1.4 without giving reasons

11.1.4.3. Right to Refuse Baggage

- a) We will refuse for security and/ or safety reasons to carry or continue any transfer of Baggage which contains any of the prohibited items described in Article 11.1.4 (and Article 11.3. in the case of Unchecked Baggage only), or if the Passenger has failed to comply with the obligations of Article 11.1.3. (a) to (c) regardless of whether and when We are told, or discover, the presence of any such prohibited items.
- b) We may refuse to carry as Baggage any item reasonably considered by Us to be unsuitable for carriage because of its hygiene, size, shape, weight, appearance, content, character, or for safety or operational reasons or for the comfort of other passengers or configuration or nature, or refuse to continue to carry them should they be discovered during a journey. If You have any doubt about particular items, please ask for guidance from Us or Our Authorized Agents.
- c) We may refuse to accept Baggage for carriage unless it is in Our reasonable opinion properly and securely packed in suitable containers. If You ask us, We will give You information about packing

and containers acceptable to us.

- d) We have no obligation to take custody of refused Baggage and/or items.
- e) We may refuse to carry in the hold Baggage that has not been handed over by You to Our staff prior to the Check-in deadline provided under Article 9.1.

11.1.4.4. Right of Search, screen and x-ray

- a) For reasons of safety, health and security, and to check that You are not personally carrying or carrying in Your Baggage any items prohibited by these Conditions of Carriage, We may search, screen and x-ray you and Your Baggage. We will try to search Your Baggage while You are present, but if You are not readily available, We may search it in Your absence. If You do not let Us conduct all such searches, scans and x-rays, We will refuse to carry You and Your Baggage.
- b) You must allow security checks of Your Baggage by government officials, airport officials, and who is authorized to conduct security checks and searches.
- c) Upon request of police or military officials and other airlines involved in Your carriage.
- d) If a search or scan causes damage to Your Baggage, We shall not be liable for such Damage unless it was caused solely by Our negligence.
- e) Please note that the security authorities of some countries require that Checked Baggage is secured in such a manner that it can be opened without the possibility of causing damage in the absence of the Passenger. It is Your responsibility to make Yourself aware of and comply with any such requirements.

11.2. Checked Baggage or Hold Luggage

- 11.2.1. Upon delivery to Us of Your Baggage which You wish to check-in, under the aforementioned conditions, We will take custody of, and issue a Baggage Identification Tag for, each piece of Your Checked Baggage.
- 11.2.2. All Checked Baggage must have Your name or other personal identification containing Your name, full address and a telephone number at which We can contact You, securely affixed to it either as a tag or a sticker.
- 11.2.3. Checked Baggage will, whenever possible, be carried on the same Flight as You, but it may be necessary sometimes for it to be carried on another Flight (for example, for safety, health, security, operational reasons, or due to the size or weight of the Checked Baggage, or non-compliance with relevant parts of these Conditions of Carriage) If We carry Your Checked Baggage on another Flight, We will deliver it to the address You have provided, unless the law at the place of collection requires You to be present at the airport of arrival for customs clearance or the reason for carriage on another Flight related to the size or weight of the Checked Baggage or non-compliance with relevant parts of these Conditions of Carriage.
- 11.2.4. Unless We decide that Your Checked Baggage will not be carried on the same Flight as You, We will not carry Your Checked Baggage if You fail to board the aircraft on which it is loaded or, having boarded, You leave the aircraft before take-off or at a point of transit, without re-boarding.
- 11.2.5. We will only carry Your excess Baggage on the same flight as You if there is suitable space available on the aircraft and You have paid the applicable extra charge for carriage of Baggage in excess of Your free Baggage allowance.
- 11.2.6. You must ensure that Your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigors of carriage by air without sustaining damage (except for fair wear and tear).

11.3. Unchecked Baggage

- 11.3.1. We specify a maximum number and/or dimensions and/or weight of Unchecked Baggage, which You carry on to the aircraft. All Unchecked Baggage must be small enough to fit under the seat in front of You or

in the overhead storage compartments in the cabin of the aircraft.

- 11.3.2. If Your Unchecked Baggage is too big to be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, You must check it in for carriage as Checked Baggage and pay any excess Baggage charges which may be due under Article 11.1.2 if Your free Baggage allowance has already been used up by other Checked Baggage.
- 11.3.3. If You have a highly valuable item, a work of art, a musical instrument or diplomatic bag as referred to an Article 11.1.4.1. (v) Which You wish to carry with Us as Unchecked Baggage but it exceeds Our size or weight limitations for Unchecked Baggage, You must purchase one or more additional seats (subject to availability) in the same class of travel as You for the purpose of storing such permitted item next to You during Your flight.
- 11.3.4. Due to the maximum capacity of the overhead storage compartments in the cabin of aircraft or for operational reasons, we may not accept your unchecked baggage on board, in such cases your baggage will be carried in the aircraft hold as a checked baggage, so you shall remove all valuable items from the baggage before handing over to Staff and be sure you get the check-in tag.
- 11.3.5. We will not carry as Unchecked Baggage any other type of item which exceeds Our size or weight limitations for Unchecked Baggage and if it is not possible to properly secure the item on the seat.
- 11.3.6. Passengers are responsible for personal effects and Unchecked Baggage that they take into the cabin. In the event of destruction, theft, loss or damage of personal effects and Unchecked Baggage, We may only be held liable if wrongdoing on its part, or that its officials or agents, is proven, said liability being then limited to the amount defined in Article 18.4 of these General Conditions of Carriage.

11.4. Collection and Delivery of Checked Baggage

- 11.4.1. You must collect Your Checked Baggage as soon as it is made available at Your destination or Stopover. If You do not collect it within a reasonable time, We may charge You a storage fee. If Your Checked Baggage remains unclaimed for three (3) months after it is made available at Your destination or Stopover, We may dispose of it and retain for Our benefit any proceeds of the disposal without notice or liability to You.
- 11.4.2. Only the person holding the Baggage Identification Tag can claim a piece of the Checked Baggage. We accept no responsibility for checking the identity or authority of the person holding the Baggage Identification Tag or for checking that such person has any right to the collection.
- 11.4.3. If the person claiming a piece of the Checked Baggage is unable to produce the required Baggage Identification Tag, that person must prove that the Baggage is his or hers before We will allow collection. We accept no responsibility for doing anything other than limited, inquire of the person claiming the Baggage when assessing the right to collect.

11.5. Animals

- 11.5.1. Except as provided below, We will not accept animals for carriage in both of cabin or hold.
- 11.5.2. Accompanying Falcons will be carried, (together with containers and food) in addition to the normal Baggage allowance, subject to Our prior and explicit acceptance and paying the charges.
- 11.5.3. Passengers referred to above Article 11.5.2 must be able to provide all valid documents relating to their Falcons, required by the authorities in the departure, arrival or transit country, including in particular passports, health and vaccination certificates and entry or transit permits. We will not agree to carry Falcons that do not have the requisite documents.
- 11.5.4. Acceptance for carriage of the above animals is subject to the condition that the Passenger assumes full responsibility for such animal. We shall not be liable for injury to or loss, sickness or death of such an animal unless caused solely by Our negligence.
- 11.5.5. We shall at all times be entitled to set such additional conditions as it deems appropriate in its discretion.

11.6. Human Remains

Air Arabia accepts human remains for carriage on certain routes subject to the availability space in the hold and other the requirement. The carriage of human ashes, however, is permitted provided a copy of the death certificate and the cremation certificate accompanies You, as the Passenger in possession of the ashes. You must ensure that the human ashes are securely packaged in an appropriate sealed container which should be included within Your Cabin Baggage allowance.

ARTICLE 12 - SCHEDULES, DELAYS, CANCELLATIONS AND DENIED BOARDING

12.1 Schedules

- 12.1.1. The Flight times and Flight durations listed in Our timetables may change between the date of publication (or issue) and the date You actually travel; these are solely intended to inform You of the flights offered by Us. We do not guarantee Flight times and Flight durations to You, and they do not form part of Your contract of carriage with us.
- 12.1.2. Before We accept Your booking, We or Our Authorized Agent will tell the Booker about the departure time of Your Flight and it will be shown on Your Ticket. At any time after a Booking has been made, We may need to change the Schedule departure time of Your Flight and/or the departure or destination airport or cancel, divert, deny boarding or delay any Flight. This may include changes for reasons of safety, maintenance, required regulatory approvals, or for other commercial or operational reasons.
- 12.1.3. Where a cancellation or significant alteration is made to Our schedule, We will use reasonable efforts to inform the Booker as soon as reasonably practicable of any such cancellation or alteration, who in turn undertakes to advise all other Passengers/members of the group.
- 12.1.4. It is Your responsibility to give Us or Our Authorized Agent proper contact information so that We or that Authorized Agent can try to notify You of any such change, we will not take any responsibility in the event of failure to inform you because of improper contact information has been given to US.
- 12.1.5. If the change is not acceptable to You, and We are unable to reserve space for You on an alternate Flight which is acceptable to You, You will be entitled to an involuntary refund in accordance with Article 13.2. Apart from this, We will have no liability to You for any loss or expense whatsoever.
- 12.1.6. Unless caused by Our negligent or intentional act or omission, We shall not be liable for errors or omissions in Our timetables or other publicly released timetables as to the dates or times of departure or arrival or as to the operation of any Flight.
- 12.1.7. The provisions governing cancellations, delays and denied boarding are set out in the Convention and (where applicable) Regulation (EC) 261/2004 and nothing in these Terms affects Your rights under such Applicable Law. Further information about Your rights and support information for disrupting services is available Our Website.

12.2 Remedies for Cancellation, Rerouting, Delays, etc.

- 12.2.1. Sometimes delays in departure times and the time taken for an aircraft to fly to a destination occur because of circumstances beyond Our control (for example, bad weather or air traffic control delays or strikes). We will take all reasonable measures necessary to avoid delay in carrying You and Your Baggage. These measures may include using an alternative aircraft or arranging for a Flight to be operated for Us by an alternative airline, or both.
- 12.2.2. You will be entitled to choose one of the following three available remedies if We cancel a Flight; fail to operate a Flight reasonably according to the schedule; fail to stop at Your destination or Stopover destination; or cause You to miss a connecting Flight with Us or with another airline for which You hold a through booking/confirmed reservation and adequate time existed to make the connection after the scheduled time of arrival of Your Flight. The three available remedies for You to choose from are available without extra charge and are set out in Articles 12.2.2.(i) to (iii) below. See also Article 12.2.3. for limitations on Your rights and Our liability

- I. We will carry You and Your Baggage at the earliest opportunity on another of Our Flights on which space is available without any additional charge and, where necessary, extend the validity of Your Ticket to cover that carriage; or
 - II. We will re-route You and Your Baggage within a reasonable period of time to the destination shown on Your Ticket on another of Our Flights or on the Flight of another airline, or by other mutually agreed means; or
 - III. We will give You an involuntary refund in accordance with the provisions of Article 13.2.
- 12.2.3. The three remedies in Articles 12.2.2.(i) to (iii) do not affect any rights You may have under Article 18 Those remedies and rights represent the sole and exclusive remedies and rights available to You if Your carriage is affected by one of the events listed in Article 12.2.
- 12.2.4. All passengers whose flights departing from Spain, have been granted an **Alternative Dispute Resolution Mechanism (ADR), implemented before Spanish Aviation Safety and Security Agency ("AESA"** www.seguridadaerea.gob.es) according to section 40.3 of Spanish Act 7?2017 and Spanish ministerial order TMA/201/2022 of March 14. Air Arabia is bound by this mechanism to resolve disputes with consumers, related to EC 261/2004 & EC 1107/2006 claims , [click here](#) for more information.

12.3 Denied Boarding

- 12.3.1. If We are unable to carry You on a Flight for which You have a Reservation Confirmation and have met all applicable Check-in Deadlines and boarding deadlines:
- 12.3.2. We will carry You on one of Our later Flights; or
- 12.3.3. If You choose, We will arrange for You to be carried on another airline so as to enable You to arrive at Your destination within a reasonable time of Your originally scheduled time of arrival. In such event, these General Conditions of Carriage will continue to apply except that the operating carrier's General Conditions of Carriage will apply to all operational and procedural aspects of the transferred Flight.
- 12.3.4. Alternatively, You may choose to receive an involuntary refund in accordance with Article 13.2.
- 12.3.5. This does not apply if We refuse to carry You for reasons permitted by these General Conditions of Carriage (see, for example, Articles 10).
- 12.3.6. If Article 12.3.1. applies to You, We will pay to You any compensation due to You (if any) under applicable law and Our denied boarding compensation policy.
- 12.3.7. Apart from Your rights under this Article 12.3. We will have no liability to You for any loss or expense whatsoever. Please ask about Our denied boarding compensation policy.

12.4 Fraud or Unlawful Activity

Payments must be authorized by the cardholder named in the Booking. We withhold the right to cancel Your reservation without prior notice if:

- 12.4.1. You cannot provide, when questioned, contact information for the cardholder in order for Us to carry out security checks;
- 12.4.2. The cardholder did not authorize the payment and claims that the Booking is fraudulent; and/or
- 12.4.3. We reasonably suspect that the cardholder or passenger is connected to other fraudulent activity.

12.5 Suspected Fraud

- 12.5.1. From time to time We are asked by banks and card issuers to investigate transactions which the cardholder believes to be fraudulent. If in the course of such investigation We reasonably establish that a cardholder has claimed a transaction to be fraud in error, then the Booking will be conditional upon further internal checks. Any future bookings connected to such holder details may be denied until such time as any outstanding monies owed to Us relating to the error are recovered.
- 12.5.2. You agree to contact Us about any claim via Our Customer Services Team prior to initiating any claim against Us. The purpose of this clause is not to fetter Your right to legal recourse. Rather, this is to ensure that the quickest and most cost-effective route for both parties is attempted first. This will save both You and Us time and money. In return We will endeavor to reply to Your request within 28 days.

12.6 If any actions have indicated that, or We suspect that any of Your previous bookings are connected to a fraudulent activity, We, at our own discretion, will add You to our Block List, pursuant to clause 10.4.

ARTICLE 13 - REFUNDS

13.1 General Provisions

We will refund the fare paid for Your Ticket, or any unused portion, together with applicable taxes, fees, charges and Extra Options in accordance with General condition of carriage especially the applicable fare rules and Tariffs and the following additional rules:

- 13.1.1. Except as otherwise provided in this Article, We shall be entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of identification and payment.
- 13.1.2. If a Ticket has been paid for by someone other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, We shall make a refund only to the person who paid for the Ticket, or to that person's order.

13.2 Involuntary Fare Refunds

If We cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at Your destination or Stopover, fail to carry You on a flight for which You have a confirmed reservation and have met the Check-in Deadline and the applicable boarding deadline and You have not been refused carriage for reasons permitted by these Conditions of Carriage, the amount of the refund shall be:

- 13.2.1. If no portion of the Ticket has been used, an amount equal to the fare paid (including taxes, fees and charges);
- 13.2.2. If a portion of the Ticket has been used, not less than the difference between the fare paid (including taxes, fees and charges) and the applicable fare calculated by Us (including taxes, fees and charges) for travel between the points for which the Ticket has been used.

13.3 Voluntary Fare Refunds

If You are entitled to a refund of Your Ticket for reasons other than those set out in Article 10.1. the amount of the refund shall be:

- 13.3.1. If no portion of the Ticket has been used, an amount equal to the fare paid (including taxes, fees and charges), less any reasonable service charges or cancellation fees;
- 13.3.2. If a portion of the Ticket has been used, an amount equal to the difference between the fare paid (including taxes, fees and charges) and the applicable fare calculated by Us (including taxes, fees and charges) for travel between the points for which the Ticket has been used, less any reasonable service charges or administration fees.

13.4 Right to Refuse a Refund

- 13.4.1. We may refuse a refund where application is made after the expiry of the validity of the Ticket.
- 13.4.2. We may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of Your intention to depart from that country, unless You establish to Our satisfaction that You have permission to remain in the country or that You will depart from that country by another carrier or on other means of transport.
- 13.4.3. We will not give a refund on a Ticket for any flight on which You have been refused carriage or from which You have been disembarked due to Your conduct on board the aircraft or.
 - 13.4.3.1. For a stolen, forged or counterfeit Ticket.
 - 13.4.3.2. For Passengers who did not comply with the conditions as stated in Article 9.
 - 13.4.3.3. For Passengers that are refused Carriage by Us pursuant to Article 10.3.

13.5 Currency

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

13.6 Limitation of Your rights

Unless We state otherwise in these Conditions of Carriage, the refund rights set out in this Article 13 denotes Your only rights against Us if Your carriage does not take place for any reason whatsoever. This means that We will have no other liability to You for any loss or expense whatsoever.

ARTICLE 14 - CONDUCT ABOARD AIRCRAFT

14.1 General Provisions

At all times during Your carriage, You have a duty to behave in a manner which is not likely to:

- 14.1.1. Contravene the laws of any state which has jurisdiction over the aircraft;
- 14.1.2. Endanger, or threaten (whether by hoax threats or otherwise) the aircraft or any person or property;
- 14.1.3. Injure or prejudice the health of other persons aboard the aircraft or create the risk or threat of injury or damage to health;
- 14.1.4. Cause distress to, or be complained of as materially objectionable to other persons aboard the aircraft "Crew or Passenger", such conduct includes, for example, harassment, molestation, sexual assault or abuse, taking photos or recording Videos without crew or the others consent;
- 14.1.5. Cause, or be likely to cause, loss of or damage to Our property or that of other persons aboard the aircraft;
- 14.1.6. Obstruct, hinder or interfere with the crew in the performance of their duties;
- 14.1.7. Disobey any instructions of the crew or the airline properly issued for the purpose of the safety or security of the aircraft and of persons or property and/or the comfort or convenience of Passengers, including, instructions related to safety, security, seating, seat belts, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, cellular telephones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices (for example, radio controlled toys, etc.). See also Article 14.3 concerning decisions We make about the application of Article 14.1 to You.

14.2 Smoking & Alcohol policy

Smoking (including conventional cigarettes, electronic- or other artificial forms of smoking) and / or the consumption of alcohol is not permitted on board the aircraft.

14.3 Breach of duty

If We reasonably believe that You are in breach of the duties placed on You by Articles 14.1 or 14.2:

- 14.3.1. We may take such measures as We consider reasonably necessary to prevent the continuation or repetition of the offending conduct, including, for example, restraining You physically, and/or removing You from the aircraft and/or refusing to carry You after a Stopover (whether made for the purpose of removing You from the aircraft or otherwise); and
- 14.3.2. We may report the matter to any relevant police or other enforcement authority; and
- 14.3.3. We may decide to refuse to carry You at any time in the future; and
- 14.3.4. You will reimburse Us for any costs We incur in order to:
 - (i) Repair or replace property lost, damaged or destroyed by You;
 - (ii) Compensate any Passenger or crew member affected by Your actions; and
 - (iii) Divert the aircraft for the purpose of removing You from the aircraft.
- 14.3.5. We may use the value of any unused carriage on Your Reservation Confirmation or any of Your funds in Our possession to pay sums due to Us from You.

ARTICLE 15- THIRD PARTY ARRANGEMENTS FOR ADDITIONAL SERVICES

If We make arrangements with any third party to provide You with any services (for example, hotel reservation

or ground transportation or car rentals, etc.) Or if We issue a ticket or voucher relating to any such services provided by a third party, We are acting only as Your agent in making those arrangements or issuing those tickets or vouchers. The terms and conditions (including different liability regimes) of the third party providing those services will apply to You and We shall have no liability to You or Your baggage for all such arrangements.

ARTICLE 16 - TRAVEL DOCUMENTS, FINES, CUSTOMS AND SECURITY INSPECTIONS

16.1 General Provisions

- 16.1.1. You shall be solely responsible for obtaining all required travel documents, visas and permits required for their journey, and where applicable for that of their minor children and/or passengers for whom they are responsible and for complying with all applicable laws, regulations, orders, demands and travel requirements for any countries You flown from and into (even as a transit countries).
- 16.1.2. We shall not be liable for any assistance or information given by any of Our agents or employees to You in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise, or for the consequences to You resulting from their failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.
- 16.1.3. We shall not be liable if We determine in Our sole discretion, that applicable law, government regulation, demand, order or another requirement, require that We refuse, and We do refuse, to carry You or You have been denied entry into any country or Your destination.

16.2 Travel Documents

- 16.2.1. Prior to travel, You must present to Us all passports, visas, health certificates and other travel documents needed for Your journey and permit Us to take and retain photocopies of those documents, if required. We have the right to require You to present to Us any of these documents at any time before or during Your carriage.
- 16.2.2. We shall not be liable to You if You do not have all required travel documents such as but not limited to all passports, visas, health certificates, etc. needed for Your journey or if any of these documents are out of date or if You have not complied with all laws, regulations, orders and other requirements of all countries You will enter, exit, or through which You will transit during Your journey.
- 16.2.3. We will not accept You or Your Baggage for carriage if Your travel documents do not appear to be in order or if You have not complied with the other requirements of this Article 16.1. We have the right to refuse carriage in this way, even if You have started or completed part of Your carriage before it becomes clear to Us (whether as a result of the operation of Article 16.2.4 or otherwise) that You have not complied with Article 16.1.
- 16.2.4. We advise You to contact the embassy, consulate or other relevant body of all relevant countries prior to making Your booking and at the time of making Your booking for details of required travel documents. If You are not travelling immediately, We advise You to contact the same bodies again before You commence travel to ensure that the requirements which are applicable to You have not changed and that Your travel documents remain valid for all flights, destinations and planned Stopovers.

16.3 Refusal of Entry

If You are denied entry into any country (including any country You transit through) You agree to reimburse Us in full on request any fine, charge or penalty assessed against Us by the government / authority concerned of such country, regardless of whether it is a transit or destination port and the cost of transporting You from that country to Your point of origin. The fare collected for carriage to the point of denied entry will not be refunded by us including any Flights that You are unable to use as a result of Your refused entry. Any such costs incurred by us on Your behalf may be levied on You via deduction of such costs from The Credit may you have with Us, the credit card or debit card used to make Your Booking. For reasons of safety and good order the captain

and/or the escorting police may hold the relevant travel documents of You under its custody during the flight to his place of departure or elsewhere.

16.4 Passenger Responsible for Fines, Detention Costs, etc.

If We are required to pay any fine or penalty of any kind, or We incur any expenditure by reason of Your failure to comply with laws, regulations, orders, demands or other travel requirements, whether voluntary or involuntary of the countries You have travelled to or because You have failed to produce the required documents on seeking entry to that country, You shall reimburse Us in full, on demand, any amount so paid or expenditure so incurred by us. We may apply towards such payment or expenditure, the value of any unused carriage on Your Ticket, or any of Your funds We have in Our possession.

16.5 Return of Confiscated Travel Documents

We will not be liable to You for the return of any of Your travel documents, identification documents or Tickets confiscated by a governmental or other authority.

16.6 Customs Inspection

16.6.1. If required, You shall attend inspection of Your Baggage by customs or other government officials. However, if You are not readily available, an inspection may have carried out in Your absence. We are not liable to You for any damage suffered by You in the course of such inspection or through Your failure to comply with this requirement.

16.6.2. You shall indemnify Us if any action, omission or negligence on Your part causes Damage to us, including, without limitation, any failure to comply with the provisions of this Article or to enable Us to inspect Your Baggage.

16.7 Security Screening

16.7.1. You shall submit to any security checks, searches and scans of Your person by us, Our handling agents, governments, airport officials, police or military officials.

16.7.2. If You do not allow all such security checks, searches and scans to be conducted, We will refuse to carry You and Your Baggage without refund or any other liability to You.

ARTICLE 17 – SUCCESSIVE CARRIERS

If carriage is to be performed by Us and other airlines in succession, it is likely to be regarded as a single operation for the purposes of the Convention. See Article 18 for limitations of Our liability for such carriage.

ARTICLE 18 – LIABILITY FOR DAMAGE

The liability of each airline involved in Your carriage will be determined by its own conditions of carriage. Provisions for Our liability for damage are set out in this Article 18.

Our liability for carriage of Passengers and Baggage is determined by applicable law and these Conditions of Carriage. Applicable law may comprise the Convention and/or laws which apply in individual countries.

18.1 General Provisions

18.1.1. We will be liable only for Damage occurring during carriage performed by us, or in relation to which We have a legal liability to You. If We issue a ticket or if We check-in Your Baggage for carriage on another carrier, We do so only as agent for the other Carrier

18.1.2. Wherever the Conventions apply to Your carriage, Our liability will be subject to the rules and limitations of the applicable Convention.

18.1.3. To prevent any argument in the future; you shall prove the elements and the amount of your damage as the Conventions limits are the maximum limits and do not relieve you from proving the elements and the amount of the damage.

18.1.4. We will be wholly or partly exonerated from liability to You for Damage if We prove that the Damage

was caused or contributed by Your negligence or other wrongful act or omission or the person from whom You derives your rights.

- 18.1.5. We will not be liable for any Damage arising from Our compliance with or Your failure to comply with applicable laws or government rules and regulations.
- 18.1.6. Except as may be specifically provided otherwise in these General Conditions of Carriage, We shall be liable to You only for compensatory damages You are entitled to recover for proven losses and costs under the Conventions, regulation (EC) or the local laws which may apply.
- 18.1.7. Your contract of carriage with Us (including these General Conditions of Carriage), applies to and benefit Our Authorized Agents, the Code Share partners of the Carrier (unless the Marketing Carrier give You more benefits), servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from Us and Our Authorized Agents, employees, the owner of the aircraft used by the Carrier, as well as the said owner's staff, employees and representatives of said owner and agent, and representatives. The overall amount recoverable from the aforementioned persons will not exceed the amount of Our own liability, if any.
- 18.1.8. Nothing in these General Conditions of Carriage shall waive any exclusion or limitation of Our liability under the Convention or applicable laws unless otherwise expressly stated.
- 18.1.9. Nothing in these General Conditions of Carriage shall waive any exclusions or limitation of Our liability or gives up any defence available to Us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.
- 18.1.10. We reserve the right to amend these General Conditions of Carriage from time to time and such amended General Conditions of Carriage shall be effective and valid from the date of amendment.

18.2 Death of or Injury to Passengers

- 18.2.1. Our liability for Damage sustained in the event of death, wounding or any other bodily injury by a Passenger in the event of an accident as defined by the Convention is subject to the rules and limitations of applicable law as well as the following supplementary rules
- 18.2.2. Our liability for proven Damage will not be subject to any financial limit.
- 18.2.3. For any Damage up to 100,000 SDRs (or, where the Montreal Convention is applicable, 128,821 SDRs), We shall not exclude or limit Our liability
- 18.2.4. Where the Montreal Convention applies, We shall not be liable for Damage to the extent they exceed 128,821 SDRs if We prove that such Damage was not due to the negligence or other wrongful act or omission by Us or Our servants or agents or was solely due to the negligence or other wrongful act or omission of a third party.
- 18.2.5. Notwithstanding the provisions of Article 18.2.2., 18.2.3. and 18.2.4., We may be exonerated wholly or partly from Our liability in accordance with applicable laws, if We prove that the Damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger (or the person claiming compensation)
- 18.2.6. Where required by law, We agree to make advance payments to You or Your heirs subject to the following terms and conditions:
 - a) The person receiving payment is a natural person (that is to say the physical person in the ordinary sense of the word as opposed to legal persons such as corporations);
 - b) You are, or the person receiving payment is, entitled to compensation under applicable laws;
 - c) Payments will be made only in respect of immediate economic needs;
 - d) The amount of a payment will be proportional to the economic hardship being suffered as a result of the death, wounding or bodily injury, save that, in the case of death, it will not be less than 15,000 SDRs per Passenger;
 - e) Payment will not be made later than fifteen (15) Days after the identity of the person entitled to compensation has been confirmed under applicable laws provided satisfactory proof of such

confirmation has been presented to us.

- f) No person will be entitled to receive a payment if he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates by his or her negligence;
- g) The recipient of any payment will be obliged to return all payments received if proof is produced that the recipient has ceased to be able to comply at all times with Article 18.2.6. (b) Or he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates;
- h) Payments will be off-set against any subsequent sums payable in respect of Our liability under applicable laws;
- i) Except for payment of the minimum sum specified in Article 18.2.6. (d) in respect of death, a payment made under this Paragraph 18.2.6. will not exceed the maximum damages for which We may be liable to pay the recipient;
- j) The making of a payment will not constitute recognition or admission of liability by us;
- k) No payment will be made unless the person receiving payment gives Us a signed receipt which also acknowledges the applicability of Articles from 18.2.6. (g) to (j) and signs an appropriate release and indemnity documents prescribed by us; and
- l) Unless in conflict with any applicable law, and subject to payment of the minimum sum specified in Article 18.2.6. (d) in the case of death, Our decision in relation to the payment amount will be final and binding.

18.3 Delay to Passengers

- 18.3.1. Our liability for Damage caused to a Passenger by delay is limited by the Convention(s) or Regulation(s) which may be applied.
- 18.3.2. We are not liable for Damage to a Passenger caused by delay if We prove that We and Our agents took all reasonable measures to avoid the Damage or that it was impossible for Us or Our agents to take such measures. Where the Convention does not apply, We shall have no liability to You for the delay, except as provided in these Conditions of Carriage.

18.4 Damage to Baggage

- 18.4.1. We will not be liable for Damage to Unchecked Baggage unless We caused the Damage by Our negligence and such negligence is proved by the Passenger or the person claiming compensation.
- 18.4.2. We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage. Similarly, We will not be liable for fair wear and tear of Baggage resulting from the usual and normal demands of transportation by air.
- 18.4.3. Our liability for Damage to Baggage is limited to the maximum amounts stated in Articles 18.4.3.(a) to (e) unless You prove that the Damage resulted from Our act or omission either done with the intention of causing Damage or recklessly and with knowledge that Damage would probably result. You may wish to make a special declaration of value (see Article 18.4.4.) or buy Yourself insurance to cover in instances where the actual value or replacement cost of Your Checked Baggage or Unchecked Baggage exceeds Our liability.
 - a) The maximum amount of 332 SDRs (approximately US\$ 450 or equivalent in local currency) per Passenger applies to Damage to Unchecked Baggage where the Warsaw Convention applies to Your carriage.
 - b) The maximum amount of 17 SDRs (approximately US\$ 23 or equivalent in local currency) per kilogram, or any higher sum agreed by Us pursuant to Article 18.4.4, applies to Damage to Checked Baggage where the Warsaw Convention applies to Your carriage.
 - c) The maximum amount of 1288 SDRs (approximately US\$ 1500 or equivalent in local currency) per Passenger, or any higher sum agreed by Us pursuant to Article 18.4.4, applies to Damage to both Unchecked and Checked Baggage where the Montreal Convention applies to Your carriage.

- d) The maximum limit of liability for Damage to both Unchecked and Checked Baggage laid down by local law applies to Your Baggage where local law applies to Your carriage instead of the Warsaw Convention or the Montreal Convention.
 - e) The maximum limit of liability for Damage to both Unchecked and Checked Baggage specified in Articles 18.4.3.(a) and (b) applies to Damage to Unchecked Baggage and Checked Baggage respectively where neither the Warsaw Convention nor the Montreal Convention applies to Your carriage and no limit of Our liability is laid down by applicable local law.
- 18.4.4. We will increase Our liability to You for Damage to Checked Baggage in certain destinations to an amount specified by You and agreed by Us at the time You hand Your Checked Baggage to Us at check-in, but only if You pay to Us an additional charge calculated in accordance with Our regulations. This is known as a “special declaration of value”. Please ask Us for details of the special declaration and the applicable charges if its applicable in your destinations and You want to use this option.
- 18.4.5. If the weight of Your Checked Baggage is not recorded on the Baggage Check, We will presume that it is not more than the free baggage allowance for the class of carriage for which You were booked
- 18.4.6. Where carriage of Your Baggage is performed by successive airlines and either the Warsaw Convention or the Montreal Convention applies to that carriage, You are entitled to make a claim against Us only if (a) You are the passenger and We are the first carrier or (b) You are the passenger and We are the last carrier or (c) the Damage occurred during the carriage of Baggage by us.
- 18.4.7. Except where the Convention applies, We shall have no liability whatsoever for Damage to items not permitted to be contained in Checked Baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, jewelry, precious metals, silverware, computers, personal electronic devices, share certificates, bonds, negotiable papers, business documents and other valuable documents, passports and other identification documents.

ARTICLE 19 - TIME LIMITATION ON CLAIMS AND ACTIONS

19.1 Notice of Claims for Baggage

- 19.1.1. Leaving the delivery Baggage area in the final destination or Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless You provide otherwise.
- 19.1.2. Without the baggage check-in tag, We will not be able to receive Your claim, in case We received Your claim Without the baggage check-in tag, your claim will be considered as a courtesy claim and there will be no liability for us. Courtesy report has no legal impact.
- 19.1.3. If You wish to file a claim or an action regarding Damage to Checked Baggage, You must notify Us as soon as You discover the Damage and, at the latest, within seven (7) days of receipt of the Checked Baggage or in the case of lost baggage within seven (7) days of the date the Checked Baggage should have arrived. If You wish to file a claim or an action regarding delay of Checked Baggage, You must notify Us within twenty-one (21) days from the date the Baggage has been placed at Your disposal. Every such notification must be made in writing.

19.2 Limitation of Actions by Passenger

Any claims or right to damages shall be extinguished if an action is not brought within two (2) years of the date of Your arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 20 – OTHER CONDITIONS

- 20.1** Carriage of You and Your baggage is also provided in accordance with certain other regulations and conditions

applying to or adopted by Us, like these rules related to operational safety, punctuality and passenger convenience. These regulations and conditions as varied from time to time are important. They concern among other things:

- a) The carriage of unaccompanied minors, pregnant women, Passengers with reduced mobility (people with determination) and sick passengers.
- b) Restrictions on use of electronic devices and items.
- c) Our contingency plans for any delay and/or cancellation of a Flight departing from Mainland China (excluding Hong Kong, Macau and Taiwan) or with a Stopover in Mainland China (excluding Hong Kong, Macau and Taiwan). Our contingency plans are available upon request.

Regulations concerning these matters are available from Us upon request.

20.2 Neither Us nor our employees shall be considered in breach of Your carriage to the extent that performance of our respective obligations is prevented by an Event of Force Majeure.

20.3 If an Event of a force Majeure prevented Us from carrying our obligations hereunder, we will issue a notice to You and other Passengers of the Event and the consequences of the Event of Force Majeure upon it being foreseen by Us.

20.4 If Your flight is cancelled due to the Event of force Majeure, Your Contract Period shall be extended during the period of interruption caused by an Event of Force Majeure, and You will not be entitled for the involuntary refund mentioned in Articles 12 and 13. You will be allowed to use Your credit amount due to cancellation and book another flight again with Us when Our operations return back to its normal situation and subject to the availability.

20.5 This condition of Carriage is covered under the laws and jurisdiction mentioned in the ticket. In case of any dispute related to any/all of the services as provided by the Carrier and/or any of its authorized representatives before, during and/or after the provision of the service, such dispute shall be exclusively and solely raised, filed, submitted, registered and/or presented, referred to and finally resolved by arbitration under the arbitration center mentioned in the ticket.

ARTICLE 21 - INTERPRETATION

- 21.1. The title of each Article of these General Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.
- 21.2. The authentic text of these General Conditions of Carriage is the English language; translations into any other language or languages is provided only for convenience of reference and shall prevail all other language.
- 21.3. These terms (these "Terms") tell You information about Us and set out the legal terms and conditions on which We contract with You for the purchase by You of flights from Air Arabia PJSC, Or Air Arabia Maroc Or, Air Arabia Egypt Or Air Arabia Abu Dhabi or Air Arabia DMM.
- 21.4. These Terms should be read in conjunction with, and incorporate:
 - Our Privacy Policy, which sets out how We may use Your data;
 - Our Terms of Use, if You use Our website; and
 - Any Confirmation Document or conditions of carriage set out in Your electronic ticket.
- 21.5. Please read these Terms carefully and make sure that You understand them before ordering any Flights from Us.
- 21.6. In addition, You will be bound by the above terms, as are applicable at the time You make Your purchase, if You acquire the following additional services (each, an "Additional Service"):
 - 21.6.1. Where You have purchased Shuttle bus service, Car Rental, the Rental Company terms and conditions;
 - 21.6.2. Where You have purchased an Air Arabia Holidays, the applicable terms and at the point You make that purchase shall apply; For terms and conditions relating to Air Arabia Holidays please follow this link.
 - 21.6.3. Where You have booked Hotels, the terms and conditions set out at hotels.
- 21.7. For further information about flying with Us, You may find it helpful to consult Our Call centers or Frequently

Asked Questions (FAQs).

- 21.8. In the event of any conflict between these Terms and the special terms and conditions for Additional Services specified above and/or any mandatory local laws that are applicable to Your Booking, the special terms and conditions and/or local mandatory laws (as applicable) shall apply.
- 21.9. Please note that when You make a Booking with Us We will create an account for You, through which You can complete and manage Your Booking. We may also do so when You make a Booking through another party or by using another website. Please see Our Privacy Policy for further information.